

Hearing Date and Time: July 7, 2016 at 2:00 p.m. (ET)
Objection Date and Time: July 1, 2016 at 5:00 p.m. (ET)

ROPES & GRAY LLP
Gregg M. Galardi
Jonathan P. Gill
Kristina K. Alexander
Stacy A. Dasaro
1211 Avenue of the Americas
New York, NY 10036-8704
Telephone: (212) 596-9000
Facsimile: (212) 596-9090

*Proposed Counsel to the Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re	:	Chapter 11
	:	
Gawker Media LLC, <i>et al.</i> , ¹	:	Case No. 16-11700 (SMB)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
-----X		

**NOTICE OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF ROPES & GRAY LLP
AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

PLEASE TAKE NOTICE that a hearing (the "Hearing") on the application (the "Application," a copy of which is attached hereto) of the above-captioned debtors and debtors in possession (collectively, the "Debtors") to retain and employ Ropes & Gray LLP as their attorneys effective *nunc pro tunc* to the Petition Date (as defined in the Application) will be held before the Honorable Stuart M. Bernstein of the United States Bankruptcy Court for the Southern

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrassy ut 66. 1062 Budapest, Hungary.

District of New York (the “Court”), in Room 723, One Bowling Green, New York, New York 10004-1408, on **July 7, 2016 at 2:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that responses or objections to the Application and the relief requested therein, if any, shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall set forth the basis for the response or objection and the specific grounds therefore, and shall be filed with the Court electronically in accordance with General Order M-399 by registered users of the Court’s case filing system (the User’s Manual for the Electronic Case Filing System can be found at <http://www.nysb.uscourts.gov>, the official website for the Court), with a hard copy delivered directly to chambers pursuant to Local Bankruptcy Rule 9028-1 and served so as to be actually received no later than **July 1, 2016, at 5:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”), upon: (i) the Debtors, Gawker Media LLC, 114 Fifth Avenue, 2d Floor, New York, New York 10011, Attn. Heather Dietrick (heather@gawker.com); (ii) proposed counsel for the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, Attn: Gregg M. Galardi (gregg.galardi@ropesgray.com); (iii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Greg Zipes & Susan Arbeit; (iv) counsel to Cerberus Business Finance, LLC, as DIP Lender, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn: Adam C. Harris (adam.harris@srz.com); (v) counsel to US VC Partners LP, as Prepetition Second Lien Lender, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, IL 60611, Attn: David Heller (david.heller@lw.com) & Keith A. Simon, 885 Third Avenue, New York, New York 10022, Attn: Keith A. Simon (keith.simon@lw.com); and (vi) parties that have requested notice pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE that a copy of the Application may be obtained free of charge by visiting the website of Prime Clerk LLC at <http://cases.primeclerk.com/gawker>. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or at a later hearing. The Debtors will file an agenda before the Hearing, which may modify or supplement the Application to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that if no objections or other responses are timely filed and served with respect to the Application, the Debtors shall, on or after the Objection Deadline, submit to the Court an order substantially in the fore annexed as **Exhibit A** to the Application, which order the Court may enter with no further notice or opportunity to be heard.

Dated: June 20, 2016
New York, New York

/s/ Gregg M. Galardi
ROPES & GRAY LLP
Gregg M. Galardi
Jonathan P. Gill
Kristina K. Alexander
Stacy A. Dasaro
1211 Avenue of the Americas
New York, NY 10036-8704
Telephone: (212) 596-9000
Facsimile: (212) 596-9090
gregg.galardi@ropesgray.com
jonathan.gill@ropesgray.com
kristina.alexander@ropesgray.com
stacy.dasaro@ropesgray.com

*Proposed Counsel to the Debtors
and Debtors in Possession*

Hearing Date and Time: July 7, 2016 at 2:00 p.m. (ET)
Objection Date and Time: July 1, 2016 at 5:00 p.m. (ET)

ROPES & GRAY LLP
Gregg M. Galardi
Jonathan P. Gill
Kristina K. Alexander
Stacy A. Dasaro
1211 Avenue of the Americas
New York, NY 10036-8704
Telephone: (212) 596-9000
Facsimile: (212) 596-9090

*Proposed Counsel to the Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : Chapter 11
:
Gawker Media LLC, *et al.*,¹ : Case No. 16-11700 (SMB)
:
Debtors. : (Joint Administration Requested)
:
-----X

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF ROPES & GRAY LLP AS
ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Gawker Media LLC ("Gawker Media"), Gawker Media Group, Inc. ("GMGI"), and Kinja Kft. ("Kinja") debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), respectfully submit this application (the "Application") for entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing the employment and retention of Ropes & Gray LLP ("Ropes & Gray") as counsel for the Debtors, effective *nunc pro*

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrássy út 66, 1062 Budapest, Hungary.

Gregg M. Galardi, a partner at Ropes & Gray, which is attached hereto as **Exhibit B** (the “Galardi Declaration”), and the declaration of William D. Holden, the Chief Restructuring Officer of GMGI and Gawker Media, which is attached hereto as **Exhibit C** (the “Holden Declaration”), both of which are incorporated herein by reference. In further support of this Application, the Debtors respectfully represent as follows:

Jurisdiction and Venue

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue is proper in this Court pursuant to 28 U.S.C. § 1408 and 1409.
3. The statutory bases for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”).

Procedural Background

4. On June 10, 2016, Gawker Media filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On June 12, 2016, GMGI and Kinja each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
5. The Debtors are operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
6. No official committee of unsecured creditors, nor any trustee or examiner, has been appointed in these cases.
7. The factual background regarding the Debtors, their business operations, their capital and debt structure, and the events leading up to the filing of these Chapter 11 Cases are

set forth in detail in the *Declaration of William D. Holden in Support of First Day Motions* [Docket No. 7].

Relief Requested

8. By this Application, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing the retention and employment of Ropes & Gray as their attorneys in accordance with the terms and conditions set forth in that certain engagement letter between the Debtors and Ropes & Gray effective as of May 11, 2016 (the “**Engagement Letter**”), a copy of which is annexed hereto as **Exhibit 1** to **Exhibit A**, as amended, and incorporated herein by reference.

Ropes & Gray’s Qualifications

9. The Debtors seek to retain Ropes & Gray because of its recognized expertise and extensive experience and knowledge in the field of business restructuring and reorganizations under chapter 11 of the Bankruptcy Code. Ropes & Gray has extensive experience in chapter 11 matters and has represented debtors, creditors’ committees, and other significant parties-in-interest in many cases, including, most recently: In re Linn Energy, LLC, No. 16-60040 (Bankr. S.D. Tex.) (Counsel to the Official Committee of Unsecured Creditors); In re Verso Corp., No. 16-10163 (Bankr. D. Del. Jan. 26, 2016) (Counsel to Steering Committee of NewPage Term Loan Lenders); In re Magnum Hunter Resources Corporation, No. 15-12533 (Bankr. D. Del. Dec. 15, 2015) (Counsel to the Official Committee of Unsecured Creditors); In re Sabine Oil & Gas Corporation, No. 15-11835 (Bankr. S.D.N.Y. July 15, 2015) (Counsel to the Official Committee of Unsecured Creditors); In re Doral Financial Corporation, No. 15-10573 (Bankr. S.D.N.Y. Mar. 11, 2015) (Counsel to the Debtors);

10. In addition, prior to joining Ropes & Gray, Gregg Galardi, the lead partner overseeing these chapter 11 cases has extensive experience in corporate restructurings, Chapter 11 reorganizations and sales and related matters, and has twenty-five years of experience in Chapter 11 reorganization cases nationwide, including numerous debtor representations such as In re dELIA*s, INC., No. 14-23678 (RDD) (Bankr. S.D.N.Y.); In re Noble Logistics, Inc., No. 14-10442 (CSS) (Bankr. D. Del.); In re Reddy Ice Holdings, Inc., No. 12-32349 (SGJ) (Bankr. N.D. Tex.); In re Trailer Bridge, Inc., No. 11-08348 (Bankr. M.D. Fla.); In re CIT Group, Inc., No. 09-16565 (ALG) (Bankr. S.D.N.Y.).

11. In preparing for its representation of the Debtors in these chapter 11 cases, Ropes & Gray has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that Ropes & Gray is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to be Provided

12. Subject to further order of the Court, and consistent with the Engagement Letter, the Debtors request the retention and employment of Ropes & Gray to render the following, among other, legal services:²

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. advising the Debtors in connection with the potential sale of substantially all of their assets;

² Ropes & Gray LLP is proposed counsel to the Debtors in these chapter 11 cases. For the avoidance of doubt, Ropes & Gray LLP does not represent any of the Debtors' principals in these chapter 11 cases.

- d. attending meetings and negotiating with representatives of creditors and other parties in interest;
- e. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors' interests in negotiations concerning litigations in which the Debtors are involved, including objections to the claims filed against the Debtors' estates;
- f. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- g. representing the Debtors in connection with obtaining authority to obtain postpetition financing;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding related tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, draft, and obtain approval of a chapter 11 plan and all documents related thereto;
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

13. Ropes & Gray intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Ropes & Gray will use in these chapter 11 cases are the same as the hourly rates and

corresponding rate structure that Ropes & Gray uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

14. Subject to court approval, in accordance with sections 330(a) and 331 of the Bankruptcy Code and as set forth in the Galardi Declaration, compensation will be paid to Ropes & Gray on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by Ropes & Gray according to its customary reimbursement policies.

15. Ropes & Gray operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

16. Ropes & Gray's current hourly rates for matters related to these chapter 11 cases range as follows:

<u>Billing Category</u>	<u>Range</u>
Partner	\$880 - \$1,450
Counsel	\$605 - \$1,425
Associate	\$460 - \$1,050
Paralegals	\$160 - \$415

17. The hourly rates set forth above are set at a level designed to compensate Ropes & Gray fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine

expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.

18. The rate structure provided by Ropes & Gray for postpetition services is not significantly different from (a) the rates that Ropes & Gray charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Ropes & Gray will perform in these chapter 11 cases.

19. It is Ropes & Gray's policy to charge its clients in all areas of practice for all identifiable, non-overhead expenses incurred in connection with each client's case that would not have been incurred except for representation of that particular client. It is also Ropes & Gray's policy to charge its clients only the amount actually incurred by Ropes & Gray in connection with such items. Examples of such expenses include, among other things, postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging. In addition, Ropes & Gray professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

20. Ropes & Gray will charge the Debtors \$0.10 per page for standard duplication in its offices in accordance with Local Rule 2016-1 and the Amended Guidelines for *Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases*. Ropes & Gray does not charge its clients for incoming facsimile transmissions.

Compensation Received by Ropes & Gray from the Debtors

21. Ropes & Gray represented the Debtors for approximately six weeks prior to the Petition Date. For services incurred prior to the Petition Date, Ropes & Gray agreed to a certain fee structure that provided for a limited discount to its ordinary hourly rates, only in connection

with services for preparing the Debtors for the filing of a case under Chapter 11 and a possible sale to a third party, as set forth more fully in the Engagement Letter. This discount was negotiated because prior to the retention of Ropes & Gray, the Debtors had engaged another law firm to advise on and prepare for a possible chapter 11 filing. Accordingly, Ropes & Gray agreed to this limited discount, due to the fact that some of the work Ropes & Gray would be performing would overlap with work performed by the prior-engaged law firm. The agreed discount was to provide a \$100,000 credit for the first \$100,000 of fees incurred above \$750,000 and a 15% discount on additional fees after total fees exceeded \$850,000 through the Petition Date.

22. As set forth in the Galardi Declaration, the Debtors paid \$300,000 to Ropes & Gray on May 17, 2016 as an advance payment retainer. As of the Petition Date, the Debtors' retainer balance with Ropes & Gray was approximately \$279,000 as a result of the Debtors' use of approximately \$21,00 of the \$100,000 credit. Subject to this Court's approval, Ropes & Gray intends to apply this advance to any outstanding amounts relating to the period prior to the Petition Date that were not processed through Ropes & Gray's billing system as of the Petition Date. The amount of the advance payment retainer to be applied will reflect the discount Ropes & Gray agreed to provide the Debtors, and Ropes & Gray will retain the balance as a post-petition retainer to be applied to the fees and expenses approved in Ropes & Gray's final fee application. The amounts Ropes & Gray has invoiced the Debtors for professional services and for reimbursement of reasonable and necessary expenses incurred in connection therewith, which were paid by application against the retainer, are set forth in the Galardi Declaration.

23. Pursuant to Bankruptcy Rule 2016(b), Ropes & Gray has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person,

other than with the partners, associates, and other attorneys associated with Ropes & Gray; or (b) any compensation another person or party has received or may receive. As of the Petition Date, the Debtors did not owe Ropes & Gray any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred, but not yet applied to Ropes & Gray's retainer, such amounts, if any, would be less than the balance of Ropes & Gray's retainer as of the Petition Date.

Ropes & Gray's Disinterestedness

24. To the best of the Debtors' knowledge and as disclosed herein and in the Galardi Declaration, (a) Ropes & Gray is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estate; and (b) Ropes & Gray has no connection to the Debtors, their creditors or other parties in interest, except as may be disclosed in the Galardi Declaration.

25. Ropes & Gray is continuing to review, and will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or connections are discovered or arise, Ropes & Gray will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Basis for Relief

26. The Debtors seek retention of Ropes & Gray as their attorneys pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested

persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

27. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

28. The Debtors submit that for all the reasons stated above and in the Galardi Declaration, the retention and employment of Ropes & Gray as counsel to the Debtors is warranted. Further, as set forth in the Galardi Declaration (a) Ropes & Gray is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent any interest adverse to the Debtors' estates, and (b) Ropes & Gray has not represented the Debtors' creditors or any other parties in interest or their respective attorneys in any matter relating to the Debtors' estates.

Notice

29. Notice of this Motion has been provided to (i) the Office of the United States Trustee for the Southern District of New York; (ii) the 50 largest unsecured creditors of the Debtors on a consolidated basis; (iii) counsel to Cerberus Business Finance, LLC, as DIP Lender, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn: Adam C. Harris (adam.harris@srz.com); (iv) counsel to US VC Partners LP, as Prepetition Second Lien Lender, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, IL 60611, Attn: David Heller (david.heller@lw.com) & Keith A. Simon, 885 Third Avenue, New York, New York 10022, Attn: Keith A. Simon (keith.simon@lw.com); (v) parties that have

requested notice pursuant to Bankruptcy Rule 2002; (vi) the Internal Revenue Service; and (vii) the United States Attorney for the Southern District of New York. A copy of this Application is also available on the website of the Debtors' proposed notice and claims agent at <https://cases.primeclerk.com/gawker>. In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Conclusion

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and granting such other relief as is just and proper.

Dated: June 20, 2016
New York, New York


Heather Dietrick
President & General Counsel

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

	X		
	:		
In re	:		Chapter 11
	:		
Gawker Media LLC, <i>et al.</i> , ¹	:		Case No. 16-11700 (SMB)
	:		
Debtors.	:		(Jointly Administered)
	:		
	X		

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION
OF ROPES & GRAY LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN
POSSESSION EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtors (the “Debtors”), for entry of an order (the “Order”) authorizing the Debtors to employ and retain Ropes & Gray LLP (“Ropes & Gray”) as their attorneys, effective *nunc pro tunc* to the Petition Date, pursuant to sections 327(a) and 330 of title 11 of the United States Codes (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”); and the Court having reviewed the Application, the Declaration of Gregg M. Galardi, a partner at Ropes & Gray (the “Galardi Declaration”), and the declaration of William D. Holden (the “Holden Declaration”) Declaration”); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.’s offices are located at Andrassy ut 66. 1062 Budapest, Hungary.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application (including the Galardi Declaration).

of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Galardi Declaration that (a) Ropes & Gray does not hold or represent an interest adverse to the Debtors' estates and (b) Ropes & Gray is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code; and the Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided adequate and appropriate notice of the Application under the circumstances and that no other or further notice is required; and the Court having reviewed the Application and having heard statements in support of the Application at a hearing held before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED THAT:

1. The Application is GRANTED to the extent provided herein.
2. Pursuant to sections 327(a), 328(a), and 329 of the Bankruptcy Code, Bankruptcy Rules 2014, 2016, and 5002, and Local Rule 2014-1, the Debtors, as debtors in possession, are authorized to employ and retain Ropes & Gray as their counsel, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached hereto as **Exhibit 1**.

3. Ropes & Gray is authorized to perform the services as described in the Application and the Engagement Letter. Specifically, but without limitation, Ropes & Gray will render the following, among other, legal services:

- a. advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b. advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. advising the Debtors in connection with the potential sale of substantially all of their assets;
- d. attending meetings and negotiating with representatives of creditors and other parties in interest;
- e. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors' interests in negotiations concerning litigations in which the Debtors are involved, including objections to the claims filed against the Debtors' estates;
- f. preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- g. representing the Debtors in connection with obtaining authority to obtain postpetition financing;
- h. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- i. advising the Debtors regarding related tax matters;
- j. taking any necessary action on behalf of the Debtors to negotiate, draft, and obtain approval of a chapter 11 plan and all documents related thereto;
- k. performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11

cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

4. Ropes & Gray shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and such Bankruptcy Rules, the Local Rules, and such other procedures as may be fixed by order of this Court.

5. Notwithstanding anything to the contrary in the Engagement Letter to the contrary, Ropes & Gray shall apply any remaining amounts of its prepetition retainer as a credit towards postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to Ropes & Gray. Ropes & Gray may reserve and apply amounts from the retainer(s) that would otherwise be applied towards payment of postpetition fees and expenses as are necessary and appropriate to reimburse Ropes & Gray for prepetition expenses consistent with its ordinary course billing practices.

6. Ropes & Gray shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Ropes & Gray to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

7. Ropes & Gray shall provide ten business days' notice to the Debtors, the U.S. Trustee, and any creditors' committee appointed in these chapter 11 cases, before any increases in the rates set forth in the Application or the Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy

Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

8. Ropes & Gray shall not withdraw as Debtors' counsel before the effective date of any chapter 11 plan confirmed in these chapter 11 cases without prior approval of the Court in accordance with Local Bankruptcy Rule 2090-1(e).

9. The Debtors and Ropes & Gray are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

10. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Bankruptcy Rules are satisfied by the contents of the Application.

11. To the extent the Application, the Galardi Declaration, the Holden Declaration, or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

12. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, or enforcement of this Order.

Dated: _____, 2016
New York, New York

HONORABLE STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1 to Proposed Order

Engagement Letter



ROPES & GRAY LLP
1211 AVENUE OF THE AMERICAS
NEW YORK, NY 10036-8704
WWW.ROPESGRAY.COM

May 11, 2016

Gregg M. Galardi
T +1 212 596 9139
F +1 646 728 1886
gregg.galardi@ropesgray.com

Gawker Media, LLC
114 Fifth Avenue, 2d Floor
New York, New York 10011

Attention: Heather Dietrick
President and General Counsel

Re: *Representation by Ropes & Gray LLP*

Dear Ms. Dietrick:

We appreciate being asked to represent Gawker Media, LLC (the "Client" or "you"). Our experience has been that it is mutually beneficial to set forth, at the outset of our representation, the terms of our engagement. That is the purpose of this letter.

Engagement

As your counsel, we will represent you in a potential restructuring, including to the extent necessary the possible sale of you to a third party and the commencement of cases under Chapter 11 of the United States Bankruptcy Code (the "Matter"). The scope and nature of this representation may be enlarged in the future, but only as you and we may jointly agree.

In connection with this engagement, we understand that Morrison Cohen LLP ("Morrison Cohen") will remain as counsel to you. While this engagement does not create an attorney-client relationship between us and Morrison Cohen, you have authorized our firm to, and the firm shall, share all confidential information regarding this engagement with Morrison Cohen.

Customarily, each client of the firm is served by a principal lawyer contact. I will be your principal lawyer. Subject to the supervisory role of the principal lawyer, work on your behalf or parts of it may be performed by other lawyers and legal assistants in the firm. This may be done for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

ROPES & GRAY LLP

- 2 -

May 11, 2016

Fees

Generally, our fees for professional services in connection with this engagement are based on the hours worked by Ropes & Gray LLP professionals and the hourly rates in effect at the time services are rendered. In some cases, our fees may vary based on factors such as the complexity of the legal issues involved, time limitations that are beyond our control and the results of the representation. As discussed, we are prepared to provide you with a modified fee arrangement with respect to the preparation of the Client for a potential Chapter 11 filing.

Associates' and law clerks' hourly billing rates are set by class without regard to the status of bar memberships of junior lawyers. Our fees are determined net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of "value added taxes," sales taxes, or taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax).

We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to the rate for Ropes & Gray LLP personnel providing a similar level of service.

Finally, as discussed, we have estimated that the fees for preparing the Client for a filing of a case under Chapter 11 and a possible sale to a third party would be \$750,000. Based on that estimate, which excludes litigation costs and other expenses, we are prepared to provide the Client with (i) a credit of \$100,000 upon the realization by the firm of billed and collected fees in the amount of \$750,000 to be applied to fees in excess of \$750,000 and (ii) a discount of 15% for professional fees in excess of \$850,000 (calculated before applying the \$100,000 credit) through the commencement of a case under Chapter 11. In the event that the aggregate fees prior to commencement of a case under Chapter 11 are less than \$750,000 but greater than \$100,000, we will provide you with a discount of 10%. As discussed, in the event that a case under Chapter 11 is commenced, we will be billing at our standard hourly rates, with all fees and expenses being subject to approval of the Bankruptcy Court.

In addition to our fees, there may be other charges for items incident to the performance of our legal services, such as photocopying, couriers, travel expenses, local counsel, specialized computer applications such as computerized legal research, and filing fees. Our policy is to pass through these charges simply to recover our costs without any mark-up. For certain of these items, particularly those that involve significant technology and/or support services such as imaging and

ROPES & GRAY LLP

- 3 -

May 11, 2016

storing electronic data and documents and the use of specialized software for legal research and data processing, we are sometimes able to reduce costs by contracting with vendors to purchase a quantity of service over time that is beyond the needs of any single client. In those instances, we may bill you at a reduced per unit rate that does not fully reflect the quantity discounts we ultimately obtain. Unless special arrangements are made, the fees, expenses and charges of others (such as experts, investigators, local counsel and consultants) and other large disbursements will not be paid by us, but will be the sole responsibility of, and billed directly to, the Client.

The rates of our lawyers and legal assistants are reviewed and adjusted from time to time, usually at least once a year on a firm-wide basis, to reflect current levels of legal experience, changes in overhead costs, and other factors. Our time recording increment is the quarter of an hour.

Although we may from time to time, at the Client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact and, therefore, the actual fees and charges ultimately payable may vary from such estimates.

If at any time we are asked to testify (by deposition or otherwise) or respond to a subpoena or other discovery request as a result of our representation of you, or if we must defend the confidentiality of your communications in any proceeding, you agree, subject to applicable law, to pay us for our time, calculated at the hourly rate at the time for the particular individuals involved, and for any associated charges, even if our representation of you has ended.

Payment

Our fees are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges generally will be billed no less frequently than monthly and are payable within 30 days of receipt.

In engagements of this sort the firm requests the Client to deposit funds as an advance payment retainer with the firm. At the outset of the engagement, you agree to deposit \$150,000 with the firm as an advance payment retainer. The advance payment retainer will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. No less frequently than bi-weekly, we will bill you for fees and expenses, including any charges and fees in excess of the advance payment retainer. Upon issuing our invoice, we will be permitted to apply the advance payment retainer towards the amount of the invoice and you agree to remit payment in the full amount of the remaining balance after application of the retainer plus an amount sufficient to return the advance payment retainer to \$150,000. In the event that the fees and expenses are expected to exceed \$150,000 on a bi-weekly basis, we will discuss with you an increase in the amount of the advance payment retainer that is sufficient to cover reimbursement of the expected fees and expenses. In all circumstances, any remaining portion of amounts held as the advance payment retainer will be refundable at the conclusion of our representation, as more fully described below.

ROPES & GRAY LLP

- 4 -

May 11, 2016

You consent to our maintaining this advance payment retainer in a general account. If we deposited the payment in a client trust account, the funds would remain your property and may be subject to the claims of your creditors, thereby making it difficult for you to retain counsel. Accordingly, you acknowledge and agree to our depositing the advance payment retainer in our general account in order to, among other things, secure counsel in connection with our representation of you in a potential Chapter 11 filing. Consequently, upon our receipt of the advance payment retainer, the funds will become our property and you will have no interest in the funds.

Upon the commencement of the bankruptcy case, any remaining balance of the advance payment retainer shall continue to remain with us, without any application to our fees and expenses incurred during the bankruptcy case. Upon final approval by the Bankruptcy Court of our final application for fees and expenses, any remaining balance of the advance payment retainer will be applied to amounts due to us pursuant to such final fee application, with any remaining amount to be returned to you after such application. To the extent the advance payment retainer is insufficient to cover all amounts due and owing to us pursuant to an order approving our final fee application, such fees and expenses shall be promptly paid by you. Our allowed interim fees and expenses incurred during the bankruptcy case will be paid from the bankruptcy estate assets, pursuant to an order of the Bankruptcy Court in the Chapter 11 case.

Sometimes our fees, or a portion of them, are paid by a third party, such as an insurer. In this event, you will remain responsible for paying the difference, if any, between the amount of our bills and the amount paid by the third party.

Documents and Files

We will maintain necessary documents relating to this matter in our client files. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to make available to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and other charges, subject to applicable rules of attorney conduct. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect. Under our current policy, unfilled emails sent or received by Ropes & Gray LLP are generally not retained after 60 days from the date of transmission or receipt. With the exception of certain original paper documents, such as official or certified documents, original signed documents, and other documents that you have told us may be of legal or evidentiary significance as original documents, you agree that we may discard paper copies of documents and maintain our files electronically.

ROPES & GRAY LLP

- 5 -

May 11, 2016

E-mail Communication

We recommend that all e-mail communication between us be encrypted. Encryption can help avoid the risks attendant to communication by e-mail, which is capable of being intercepted by others. Our systems are configured to send and receive encrypted e-mail by default, and we would be happy to work with you if you choose to configure your systems to communicate in an encrypted format. If that is not feasible or you choose not to do so, you consent to the use of unencrypted e-mail in our communications.

Conflicts of Interest

As you know, Ropes & Gray LLP is a large law firm with a national and international practice, with many existing clients and many new clients each year. Because many of our clients interact with other clients in many different respects, we often are in a position to undertake new matters like this one only because another client has agreed to an advance waiver. Accordingly, our representation of you is conditioned upon your agreement that you will not object to our representation in any matter of any other client or prospective client of our firm with interests directly adverse to yours, including without limitation our representation of another such client in any business dealings, negotiations, or disputes with you (including litigation against you) provided that the matter in which we represent any party adverse to you is not substantially related to any matter in which we are representing or have represented you, and with the understanding that we will not disclose any confidential information we have received from you and will not use any such information on behalf of any other party. This means, among other things, that we may obtain confidential information from other clients that might be of interest to you but which we cannot share with you. You also agree that in auctions and other situations where you are seeking to acquire companies or investments, we may also represent other prospective purchasers. It is understood that your agreement above not to object to our representation of other clients is made on your own behalf and on behalf of any affiliate or other entity or person to the extent such affiliate, other entity or person would assert rights arising out of this engagement.

To facilitate our compliance with professional responsibility rules and to address internally our provision of legal services, it is sometimes necessary for firm lawyers to consult with in-house or outside counsel to the firm. You agree that any such consultations related in any way to this representation will be deemed attorney-client privileged communications between us and our in-house or outside counsel. Your consent in this regard applies even if the consultation might be considered adverse to your interests. In that event and in jurisdictions that consider such consultations to constitute conflicts of interests, you consent to the consultation notwithstanding any conflict and agree that it may remain confidential and subject to the firm's attorney-client privilege.

As with any of the provisions of this engagement letter, you are of course free to consult with independent counsel concerning the terms of this section of this letter, and we advise you to do so.

ROPES & GRAY LLP

- 6 -

May 11, 2016

Identity of Client

The client for this engagement is Gawker Media, LLC. This engagement does not create an attorney-client relationship with any related persons or entities, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members or partners not expressly identified in the preceding sentence.

From time to time in developing our practice and recruiting personnel it is useful to identify representative clients and matters and to use client logos without, of course, divulging any confidential information. This engagement letter will constitute your consent to such use and disclosure.

Termination

This engagement will end when we have completed our work on the matters for which you have engaged us, or when either of us informs the other that the representation has ended (including by transmittal of our final bill on those matters). We specifically reserve the right, consistent with applicable rules of professional conduct, to suspend or terminate work on behalf of the Client if our statements are not paid within 30 days after they are rendered.

Discussion and Disputes

We appreciate the opportunity to serve as your attorneys and anticipate a productive and harmonious relationship. If, however, you become dissatisfied for any reason with our services or the fees charged, we encourage you to bring your concerns to our attention immediately. On our side, if we perceive a problem with the representation, we will discuss it with you. In our experience, most problems can and will be rectified through such communication.

In the unlikely event that a dispute should arise between us that cannot be resolved through communication and discussion, we both agree that, prior to instituting any formal proceeding, we will attempt to resolve the dispute through non-binding mediation, before a mediator who is agreed to by both parties. In the event that we both are unable to agree upon a mediator, we both agree to submit our dispute for non-binding mediation to the American Arbitration Association ("AAA"), which will then appoint a mediator for us and the mediation shall be conducted pursuant to the AAA's rules. We both agree that any such mediation will take place in Manhattan, New York and that we both will equally share the costs of mediation. If, despite our efforts, mediation does not resolve the dispute, pursuant to the Fee Dispute Resolution Program established by Part 137 of the Rules of the Chief Administrator of the Courts of New York State, clients whom we represent in civil matters have the right to initiate arbitration of any dispute with our firm involving amounts between \$1,000 and \$50,000.

Subject to the preceding sentence, any action by either of us to resolve any dispute with respect to our services shall be brought exclusively in either the Supreme Court of the State of New York,

ROPES & GRAY LLP

- 7 -

May 11, 2016

County of New York or in the U.S. District Court for the Southern District of New York, and you consent to the jurisdiction of such Courts for that purpose and agree that they are a convenient forum. New York law will govern the terms of our representation, as well as any dispute, claim or issue arising out of or relating to our representation.

Limited Liability

Ropes & Gray LLP is registered as a limited liability partnership under the laws of the State of Delaware. Each lawyer in a registered limited liability partnership is personally and fully liable and accountable for any negligent or wrongful act or misconduct committed by him or her while rendering professional services on behalf of the firm, but is not otherwise liable or accountable, directly or indirectly, for any debts, obligations or liabilities of Ropes & Gray LLP.

Miscellaneous

Where London-based lawyers associated with Ropes & Gray International LLP ("R&GI") perform legal services for you, additional Terms of Business, which can be found at <https://www.ropesgray.com/footer/Legal-Notices/Terms-of-Business.aspx>, will apply to the performance of such services.

Ropes & Gray LLP looks forward to maintaining its close and cooperative relationship with you. We will rely on you to assist and cooperate with us as appropriate. We anticipate that you will disclose fully and accurately to us all facts that may be relevant to matters on which you engage us or that we may otherwise reasonably request, and keep us apprised of developments relating to the matters on which you engage us.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and returning it to me in the enclosed envelope.

ROPES & GRAY LLP

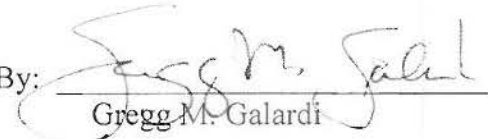
- 8 -

May 11, 2016

Please contact me if you have any questions. We are pleased to have this opportunity to be of service and to work with you.

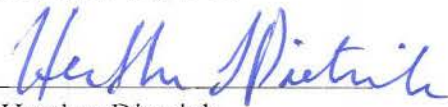
Very truly yours,

Ropes & Gray LLP

By: 
Gregg M. Galardi

AGREED TO AND ACCEPTED:

GAWKER MEDIA, LLC

By: 
Heather Dietrick
President and General Counsel



ROPES & GRAY LLP
1211 AVENUE OF THE AMERICAS
NEW YORK, NY 10036-8704
WWW.ROPESGRAY.COM

May 18, 2016

Gregg M. Galardi
T +1 212 596 9139
F +1 646 728 1886
gregg.galardi@ropesgray.com

Gawker Media, LLC
114 Fifth Avenue, 2d Floor
New York, New York 10011

Attention: Heather Dietrick
President and General Counsel

Re: *Representation by Ropes & Gray LLP*

Dear Heather:

As you know, pursuant to the engagement letter dated May 11, 2016 (the "Engagement Agreement"), we were retained to represent Gawker Media, LLC in a potential restructuring, including to the extent necessary the possible sale to a third party and the commencement of cases under Chapter 11 of the United States Bankruptcy Code (the "Matter"). As events have unfolded, you have requested and we have agreed to amend the Engagement Agreement to also include the representation of Gawker Media Group, Inc. and Kinja, KfT (the "Additional Clients") in the Matter.

This letter confirms that effective as of the date set forth above, Ropes & Gray, LLP will represent the Additional Clients in the Matter and that all of terms and conditions set forth in the Engagement Agreement will remain the same

Please contact me if you have any questions. We again very much appreciate the opportunity work with you on this engagement.

Very truly yours,

Ropes & Gray LLP

By:

A handwritten signature in dark ink, appearing to read "Gregg M. Galardi", written over a horizontal line.
Gregg M. Galardi

ROPES & GRAY LLP

- 2 -

May 18, 2016

AGREED TO AND ACCEPTED:

GAWKER MEDIA, LLC


By: 
Heather Dietrick
President and General Counsel

Exhibit B

Galardi Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
	:	
In re	:	Chapter 11
	:	
Gawker Media LLC, <i>et al.</i> , ¹	:	Case No. 16-11700 (SMB)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**DECLARATION OF GREGG M. GALARDI IN SUPPORT OF THE
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF ROPES & GRAY LLP AS ATTORNEYS FOR
THE DEBTORS AND DEBTORS IN POSSESSION EFFECTIVE *NUNC PRO TUNC* TO
THE PETITION DATE COUNSEL TO THE DEBTORS**

I, Gregg M. Galardi, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury that the following is true and correct to the best of my knowledge:

1. I am a partner of the firm of Ropes & Gray LLP ("Ropes & Gray"), which maintains offices at 1211 Avenue of the Americas, New York, New York 10036. I am the lead attorney from Ropes & Gray working on the above-captioned chapter 11 cases. I am a member in good standing of the Bar of the State of New York, and I have been admitted to practice in the United States Bankruptcy Court for the Southern District of New York. There are no disciplinary proceedings pending against me.

2. I submit this declaration (this "Declaration") in support of the *Debtors' Application for Entry of An Order Authorizing the Retention and Employment of Ropes & Gray LLP as Attorneys for the Debtors and Debtors in Possession Effective Nunc Pro Tunc to the*

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrássy út 66. 1062 Budapest, Hungary.

Petition Date (the “Application”).² Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Ropes & Gray’s Qualifications

3. The Debtors seek to retain Ropes & Gray because of its recognized expertise and extensive experience and knowledge in the field of business restructuring and reorganizations under chapter 11 of the Bankruptcy Code. Ropes & Gray has extensive experience in chapter 11 matters and has represented debtors, creditors’ committees, and other significant parties-in-interest in many cases, including, most recently: In re Linn Energy, LLC, No. 16-60040 (Bankr. S.D. Tex.) (Counsel to the Official Committee of Unsecured Creditors); In re Verso Corp., No. 16-10163 (Bankr. D. Del. Jan. 26, 2016) (Counsel to Steering Committee of NewPage Term Loan Lenders); In re Magnum Hunter Resources Corporation, No. 15-12533 (Bankr. D. Del. Dec. 15, 2015) (Counsel to the Official Committee of Unsecured Creditors); In re Sabine Oil & Gas Corporation, No. 15-11835 (Bankr. S.D.N.Y. July 15, 2015) (Counsel to the Official Committee of Unsecured Creditors); In re Doral Financial Corporation, No. 15-10573 (Bankr. S.D.N.Y. Mar. 11, 2015) (Counsel to the Debtors).

4. I have extensive experience in corporate restructurings, Chapter 11 reorganizations and sales and related matters, and have twenty-five years of experience in Chapter 11 reorganization cases nationwide, including numerous debtor representations such as In re dELiA*s, INC., No. 14-23678 (RDD) (Bankr. S.D.N.Y.); In re Noble Logistics, Inc., No. 14-10442 (CSS) (Bankr. D. Del.); In re Reddy Ice Holdings, Inc., No. 12-32349 (SGJ) (Bankr. N.D. Tex.); In re Trailer Bridge, Inc., No. 11-08348 (Bankr. M.D. Fla.); In re CIT Group, Inc., No. 09-16565 (ALG) (Bankr. S.D.N.Y.).

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

5. In preparing for its representation of the Debtors in these chapter 11 cases, Ropes & Gray has become familiar with the Debtors' businesses and many of the potential legal issues that may arise in the context of these chapter 11 cases. I believe that Ropes & Gray is both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to be Provided

6. Subject to further order of the Court, and consistent with the Engagement Letter, as amended, the Debtors request the retention and employment of Ropes & Gray to render the following, among other, legal services:³

(a) advising the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;

(b) advising and consulting on the conduct of these chapter 11 cases, including all of the legal and administrative requirements of operating in chapter 11;

(c) advising the Debtors in connection with the potential sale of substantially all of their assets;

(d) attending meetings and negotiating with representatives of creditors and other parties in interest;

(e) taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors' interests in negotiations concerning litigations in which the Debtors are involved, including objections to the claims filed against the Debtors' estates;

(f) preparing pleadings in connection with these chapter 11 cases, including motions, applications, answers, orders, reports and papers necessary or otherwise beneficial to the administration of the Debtors' estates;

³ Ropes & Gray LLP is proposed counsel to the Debtors in these chapter 11 cases. For the avoidance of doubt, Ropes & Gray LLP does not represent any of the Debtors' principals in these chapter 11 cases.

(g) representing the Debtors in connection with obtaining authority to obtain postpetition financing;

(h) appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;

(i) advising the Debtors regarding related tax matters;

(j) taking any necessary action on behalf of the Debtors to negotiate, draft, and obtain approval of a chapter 11 plan and all documents related thereto;

(k) performing all other necessary legal services for the Debtors in connection with the prosecution of these chapter 11 cases, including: (i) analyzing the Debtors' leases and contracts and the assumption and assignment or rejection thereof; (ii) analyzing the validity of liens against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

Professional Compensation

7. Ropes & Gray intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure Ropes & Gray will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that Ropes & Gray uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

8. Subject to court approval, in accordance with sections 330(a) and 331 of the Bankruptcy Code, compensation will be paid to Ropes & Gray on an hourly basis, plus

reimbursement of actual, necessary expenses and other charges incurred by Ropes & Gray according to its customary reimbursement policies.

9. Ropes & Gray operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

10. Ropes & Gray's current hourly rates for matters related to these chapter 11 cases range as follows:

<u>Billing Category</u>	<u>Range</u>
Partner	\$880 - \$1,450
Counsel	\$605 - \$1,425
Associate	\$460 - \$1,050
Paralegals	\$160 - \$415

11. The hourly rates set forth above are set at a level designed to compensate Ropes & Gray fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.

12. The rate structure provided by Ropes & Gray for postpetition services is not significantly different from (a) the rates that Ropes & Gray charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work Ropes & Gray will perform in these chapter 11 cases.

13. It is Ropes & Gray's policy to charge its clients in all areas of practice for all identifiable, non-overhead expenses incurred in connection with each client's case that would not

have been incurred except for representation of that particular client. It is also Ropes & Gray's policy to charge its clients only the amount actually incurred by Ropes & Gray in connection with such items. Examples of such expenses include, among other things, postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging. In addition, Ropes & Gray professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

14. Ropes & Gray will charge the Debtors \$0.10 per page for standard duplication in its offices in accordance with Local Rule 2016-1 and the Amended Guidelines for *Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases*. Ropes & Gray does not charge its clients for incoming facsimile transmissions.

Compensation Received by Ropes & Gray from the Debtors

15. Ropes & Gray represented the Debtors for approximately six weeks prior to the Petition Date. For services incurred prior to the Petition Date, Ropes & Gray agreed to a certain fee structure that provided for a limited discount to its ordinary hourly rates, only in connection with services for preparing the Debtors for the filing of a case under Chapter 11 and a possible sale to a third party, as set forth more fully in the Engagement Letter. This discount was negotiated because prior to the retention of Ropes & Gray, the Debtors had engaged another law firm to advise on and prepare for a possible chapter 11 filing. Accordingly, Ropes & Gray agreed to this limited discount, due to the fact that some of the work Ropes & Gray would be performing would overlap with work performed by the prior-engaged law firm. The agreed discount was to provide a \$100,000 credit for the first \$100,000 of fees incurred above \$750,000 and a 15% discount on additional fees after total fees exceeded \$850,000 through the Petition Date.

16. The Debtors paid \$300,000 to Ropes & Gray on May 17, 2016 as an advance payment retainer. As of the Petition Date, the Debtors' retainer balance with Ropes & Gray was approximately \$279,000 as a result of the Debtors' use of approximately \$21,000 of the \$100,000 credit. Subject to this Court's approval, Ropes & Gray intends to apply this advance to any outstanding amounts relating to the period prior to the Petition Date that were not processed through Ropes & Gray's billing system as of the Petition Date. The amount of the advance payment retainer to be applied will reflect the discount Ropes & Gray agreed to provide the Debtors, and Ropes & Gray will retain the balance as a post-petition retainer to be applied to the fees and expenses approved in Ropes & Gray's final fee application.

17. During the 90-day period before the Petition Date, Ropes & Gray invoiced the Debtors, and the Debtors paid Ropes & Gray the following amounts:

<u>Transaction Type</u>	<u>Invoice / Payment Date</u>	<u>Billed Amount</u>	<u>Payment Amount</u>	<u>Retainer Balance</u>
Retainer Deposit	5/17/2016		\$300,000.00	\$300,000.00
Invoice 1008061	5/18/2016	\$194,175.00		\$105,825.00
Retainer Replenishment	5/20/2016		\$194,175.00	\$300,000.00
Invoice 1009134	5/25/2016	\$209,364.50		\$90,635.50
Retainer Replenishment	5/25/2016		\$188,428.95	\$279,064.45
Invoice 1010678	6/1/2016	\$92,827.50		\$186,236.95
Retainer Replenishment	6/3/2016		\$92,827.50	\$279,064.45
Invoice 1011483	6/8/2016	\$242,154.00		\$36,910.45
Retainer Replenishment	6/9/2016		\$242,154.00	\$279,064.45
			Current Retainer Balance	\$279,064.45

18. As of the Petition Date, the Debtors did not owe Ropes & Gray any amounts for legal services rendered before the Petition Date. Although certain expenses and fees may have been incurred but not yet applied to Ropes & Gray's advance payment retainer, Ropes & Gray's total retainer always exceeded any amounts listed or to be listed on statements describing

services rendered and expenses incurred (on a “rates time hours” and “dates of expenses incurred” basis) prior to the Petition Date.

19. Pursuant to Bankruptcy Rule 2016-1, Ropes & Gray has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Ropes & Gray or (B) any compensation another person or party has received or may receive.

Statement Regarding U.S. Trustee Guidelines

20. Ropes & Gray shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors’ chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Ropes & Gray also intends to make a reasonable effort to comply with the U.S. Trustee’s requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 440 by Attorneys in Larger Chapter 11 Cases*, effective as of November 1, 2013 (the “Revised UST Guidelines”), both in connection with the Application and the interim and final fee applications to be filed by Ropes & Gray in these chapter 11 cases.

21. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the Revised UST Guidelines:

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Answer: Yes. Ropes & Gray agreed to (i) a credit of \$100,000 upon the realization by Ropes & Gray of billed and collected fees in the amount of \$750,000 to be applied to fees in excess of \$750,000; (ii) a discount of 15% for professional fees in excess of \$850,000 (calculated before applying the \$100,000 credit) through the commencement of a case under chapter 11 of the Bankruptcy Code. Ropes & Gray further agreed that, in the event that

aggregate fees prior to the commencement, were less than \$750,000 but greater than \$100,000, to provide a discount of 10%.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Answer: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Ropes & Gray has represented the Debtors since May 11, 2016. As set forth in the engagement letter, the limited discount for services provided prepetition would not apply to fees incurred by Ropes & Gray incurred subsequent to the filing of a petition under chapter 11 of the Bankruptcy Code.

Pursuant to the terms of the Engagement Letter, Ropes & Gray will be billing at its standard hourly rates, with all fees and expenses being subject to approval of the Bankruptcy Court, subsequent to the commencement of a case under chapter 11 of the Bankruptcy Code.

Ropes & Gray's current hourly rates for services rendered on behalf of the Debtors range as follows:

<u>Billing Category</u> ⁴	<u>Range</u>
Partner	\$880 - \$1,450
Of Counsel	\$605 - \$1,425
Associate	\$460 - \$1,050
Paraprofessionals	\$160 - \$415

Question: Have the Debtors approved your prospective budget and staffing plan, and, if so for what budget period?

⁴ Ropes & Gray also currently uses contract attorneys and will not charge a markup to the Debtors with respect to fees billed by such attorneys. Moreover, any contract attorneys or non-attorneys who are employed by the Debtors in connection with work performed by Ropes & Gray have been and will continue to be subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code.

Answer: The Debtors' management, Chief Restructuring Officer, and Ropes & Gray are working on a budget for this case, but this budget has not, as of the date of this Declaration, been formally adopted by the Debtors' Board of Directors. The budget will reflect that Ropes & Gray will assist the Debtors in selling substantially all of the Debtors' assets, negotiating with creditors and other constituencies, complying with disclosure and other chapter 11 obligations, and pursuing distribution to creditors through a chapter 11 plan. The budget necessarily involves a projection of future events with limited information and is subject to change as the case develops. The Debtors recognize that it is possible that in these chapter 11 cases there may be unforeseen fees and expenses that will need to be addressed by the Debtors and Ropes & Gray. Ropes & Gray will work with the Debtors to develop a staffing plan to accompany the budget. The Debtors anticipate the budget and staffing plan will be presented to the board for approval by July 5, 2016.

Ropes & Gray's Disinterestedness

22. Neither I nor Ropes & Gray is an insider of the Debtor. Neither I nor Ropes & Gray holds directly any claim against or debt security of the Debtor.

23. Ropes & Gray solicited information by firm-wide email to its partners and employees to determine if any partner or employee of Ropes & Gray was a director, officer, or employee of any of the Debtors within the past two years. To the best of my knowledge and information based on the responses received to the foregoing information request, no partner or employee of Ropes & Gray was a director, officer, or person in control of any of the Debtors within the past two years.

24. Ropes & Gray further solicited information by firm-wide email to its partners and employees to determine if any partner or employee of Ropes & Gray is a close relative of a director or officer of the Debtors. To the best of my knowledge and information based on the responses received to the foregoing information request, no partner or employee of Ropes & Gray is a close relative of a director, officer, or person in control of the Debtors.

25. Ropes & Gray further solicited information by firm-wide email to its partners and employees to determine if any partner or employee of Ropes & Gray holds any equity, options to purchase equity, or debt securities in the Debtors or any claim against the Debtors. To the best of my knowledge and information based on the responses received to the foregoing information request, no partner or employee of Ropes & Gray holds such interests.

26. Ropes & Gray further solicited information by firm-wide email to its partners and employees to determine if any partner or employee of Ropes & Gray has a close personal relationship with, or is related to, any employees of the Office of the United States Trustee for the Southern District of New York, or any bankruptcy court judge for the Southern District of New York. To the best of my knowledge and information based on the responses received to the foregoing information request, no partner or employee of Ropes & Gray has a close personal relationship with, or is related to, any employees of the Office of the United States Trustee for the Southern District of New York, or any bankruptcy court judge for the Southern District of New York.

27. Except as otherwise provided herein, to the best of my knowledge and information, Ropes & Gray does not have any interest materially adverse to the interests of the Debtors' estates, or of any class of creditors of the Debtors, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors. To the best of my knowledge and information, Ropes & Gray and its partners and employees neither hold nor represent any interest adverse to the Debtors in connection with these chapter 11 cases. Based upon the information available to me, I believe that Ropes & Gray is a "disinterested person" within the meaning of Bankruptcy Code section 101(14).

28. Of the entities listed on **Schedule 2**, none represented more than one percent of Ropes & Gray's fee receipts for the twelve month period ending May 31, 2016.

29. Also in connection with its proposed retention by the Debtors in these chapter 11 cases, Ropes & Gray undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Ropes & Gray obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (the "Potential Parties in Interest") and such parties are listed on **Schedule 1** hereto. Ropes & Gray has searched and is continuing to search on its electronic database for its connections to the entities listed on **Schedule 1** hereto. To the extent that I have been able to ascertain that Ropes & Gray has been retained within the last five years to represent any of the Potential Parties in Interest (or their affiliates, as the case may be) in matters unrelated to these cases, such facts are disclosed on **Schedule 2** attached hereto.

30. Ropes & Gray and certain of its partners and associates may have in the past represented, may currently represent, and likely in the future will represent, entities that may be parties in interest in these chapter 11 cases in connection with matters unrelated (except as otherwise disclosed herein) to the Debtors and these chapter 11 cases. Ropes & Gray has searched and is continuing to search on its electronic database for its connection to the entities listed on **Schedule 1** attached hereto. Accordingly, Ropes & Gray will update this Declaration as necessary if Ropes & Gray becomes aware of additional material information. The following is a list of the categories that Ropes & Gray has searched or is continuing to search:

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors and Trade Names
1(b)	Current and Recent Former Directors and Officers

- 1(c) Potential Contract Counterparties
- 1(d) Insurers
- 1(e) Other Interested Parties
- 1(f) Landlords
- 1(g) Litigants
- 1(h) Professionals
- 1(i) Shareholders
- 1(j) Significant Customers
- 1(k) Significant Unsecured Creditors
- 1(l) Significant Vendors
- 1(m) Taxing Authorities
- 1(n) U.S. Trustee and Key Court Personnel for the Southern District of New York
- 1(o) Utilities
- 1(p) Employees and Independent Contractors

31. Listed on **Schedule 2** to this Declaration are the results of Ropes & Gray's conflicts searches of the above-listed entities. For the avoidance of doubt, Ropes & Gray will not commence a cause of action in these chapter 11 cases against the entities listed on **Schedule 2** that are current or ongoing clients of Ropes & Gray (including parties listed below under the "Specific Disclosures" section of this Declaration) unless Ropes & Gray has an applicable waiver on file or first receives a waiver from such entity allowing Ropes & Gray to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that client, the Debtors will be represented in such particular matter by conflicts counsel.

32. None of the entities listed on **Schedule 2** represent more than one percent of Ropes & Gray's fee receipts for the twelve-month period ending June 10, 2016.

33. Ropes & Gray's conflicts search of the entities listed on Schedules 1(a)-1(p) (that Ropes & Gray was able to locate using its reasonable efforts) reveals, to the best of Ropes &

Gray's knowledge, that those Ropes & Gray attorneys and paraprofessionals who previously worked at other law firms that represented such entities have not worked on matters relating to the Debtors' restructuring efforts while at Ropes & Gray.

34. Ropes & Gray will review its files periodically during the pendency of these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Ropes & Gray will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

35. Generally, it is Ropes & Gray's policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (e.g., a customer), and the entity appears in a subsequent conflicts search in a different capacity (e.g., a vendor), Ropes & Gray does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

36. From time to time, Ropes & Gray has referred work to other professionals to be retained in chapter 11 cases. Likewise, certain such professionals have referred work to Ropes & Gray.

37. Certain insurance companies pay the legal bills of Ropes & Gray clients. Some of these insurance companies may be involved in these chapter 11 cases. None of these insurance companies, however, are Ropes & Gray clients as a result of the fact that they pay legal fees on behalf of Ropes & Gray clients.

38. As specifically set forth below and in the attached exhibits, Ropes & Gray represents certain of the Debtors' creditors or other parties in interest in ongoing matters

unrelated to the Debtors and these chapter 11 cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Ropes & Gray is not disqualified from acting as the Debtors' counsel merely because it represents the Debtors' creditors or other parties in interest in matters unrelated to these cases. Although I do not believe they would in any way affect Ropes & Gray's ability to effectively represent the Debtors, any material connections of Ropes & Gray to specific parties in interest are set forth below as additional disclosures. Ropes & Gray currently represents the following entities (or their affiliates) on matters unrelated to the Debtors:

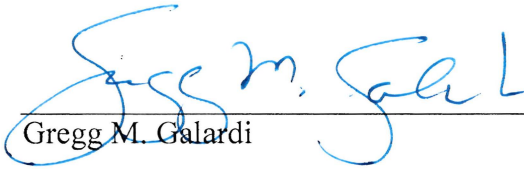
- i. Google, Inc.
- ii. Sony Computer Entertainment America LLC
- iii. Automatic Data Processing Inc.
- iv. CDW Corporation
- v. RSC Insurance Brokerage Inc.
- vi. SAP SE
- vii. SUPER SW Management Inc.
- viii. Nielsen Company BV
- ix. WPP Global USA Inc.

39. Ropes & Gray may have in the past represented entities, in matters unrelated to these chapter 11 cases, that may be parties in interest in these cases and who are not listed on **Schedule 2**, either because the representation is more than five years old or because the entities' names do not appear on **Schedule 1**. Ropes & Gray may currently represent entities, in matters wholly unrelated to these chapter 11 cases, that may be parties in interest and that are not listed on **Schedule 1**. Further, Ropes & Gray may in the future represent parties listed on **Schedule 1** in matters unrelated to these chapter 11 cases.

40. To the extent necessary, Ropes & Gray will update the information disclosed herein by filing a supplemental declaration pursuant to Bankruptcy Rule 2014 and Local Rule 2014-1.

41. I will amend this statement immediately upon learning that (i) any of the within representations are incorrect or (ii) there is any change of circumstance relating thereto.

Dated: June 20, 2016



Gregg M. Galardi

Schedule 1

Conflicts List

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors and Trade Names
1(b)	Current and Recent Former Directors and Officers
1(c)	Potential Contract Counterparties
1(d)	Insurers
1(e)	Other Interested Parties
1(f)	Landlords
1(g)	Litigants
1(h)	Professionals
1(i)	Shareholders
1(j)	Significant Customers
1(k)	Significant Unsecured Creditors
1(l)	Significant Vendors
1(m)	Taxing Authorities
1(n)	U.S. Trustee and Key Court Personnel for the Southern District of New York
1(o)	Utilities
1(p)	Employees and Independent Contractors

SCHEDULE 1(a)

Debtors and Trade Names

Gawker Media Group, Inc.

Gawker Media LLC

Kinja Kft.

Blogwire Hungary Intellectual Property Licensing LLC

Blogwire Hungary Kft.

Gawker.Com

Blogwire Hungary Intellectual Property Licensing
LLC

Blogwire Hungary Kft.

Curbed.com LLC

Gawker Sales LLC

Gawker.Com

RGFREE

Vox Media, Inc.

Blogwire

Deadspin

Defamer

Gawker

Gawker Stalker

Gizmodo

io9

Jalopnik

Jezebel

Kinja

Kotaku

Lifehacker

Sploid

Valleywag

SCHEDULE 1(b)

Current and Recent Former Directors and Officers

Albertson, Josh

Darbyshire, Gabrielle

Denton, Nicholas

Dietrick, Heather

Epstein, Jason

Fette, Ian

Holden, William

Kidder, Scott

Plunkett, Thomas

Szasz, Peter

Tillman, Scott

Weinbrecht, Adrian

SCHEDULE 1(c)

Potential Contract Counterparties

114 Fifth Avenue Ground Lessee LLC	Alexandre Dohrmann
114 Fifth Owner LP	Alissa Walker
204-210 Elizabeth Street LLC c/o S.W. Management LLC	All You Can Move SportPass Europe
204-210 Elizabeth Street LLC	Allison Jones
3293 Pacific LLC	Allison Wentz
A Mediocre Corporation	Allure Media Pty Limited
A Small Orange, LLC.	AM Lab Americas, LLC.
A9.com, Inc.	Amanda Marandola
Access Intelligence, LLC	Amazon Services LLC
Adam Clark Estes	Amazon Web Services, Inc.
Adam Pash	Amazon.com, Inc.
Adam Weinstein	Anastasia Weeks
Ad-Juster, Inc.	Andrassy Palota Ingatlanfogalmazo Kft.
Admeld, LLC	Andrea Park
Adsfactor Holdings Limited	Andrew Collins
AdSlot Technologies, LTD.	Andrew Cush
Adtech US, Inc.	Andrew Gorenstein
Aegon Magyarország Zrt.	Andrew Harding
AGIS Fire & Security Kft.	Andy Orin
AIG	Angela Alzona
Alan Henry	Angela Wang
Alan Kwon	Anna Merlan
Albert Burneko	Anthony Carnevale
Aleksander Chan	Anthony Hack
Alex Cranz	AOL Advertising Inc.
Alex Dickinson	Ariana Cohen
Alex Pareene	Ariel Viera
Alexandra Cannon	Ashley Feinberg
Alexandra Philippides	Ashton Galloway

Atlantic Metro Communications II, Inc.	Clover Hope
Attila Illes	ClubW
Ava Gyurina	Colleen McMillan
Balazs Keki	Colliers International
BarkBox, Inc.	Colliers International Kft.
Barry Petchesky	Coltiers Nemzetkozi Ingattanuzemeltet6 es Kezel6 Kft.
Ben Regenspan	Combat Flip Flops, LLC.
BlueApron.com	Comic Cartel
Brainy Labs, LLC	ComScore, Inc.
Brandon McCoy	Corporate Communications Bt.
Brendan O'Connor	Courtenay O'Connor
Bridget Brown	Daniel Morgan
Bryan Lufkin	Darren Orf
Bryan Menegus	Dashlane Inc.
C&G Group Kft c/o Brody House Group	DataGram
Cadreon, LLC.	Datagram Incorporated
Caitleen Weaver	Dave McKenna
Camila Cabrer	David Tracy
Camilla Baker	Dayna Evans
Casey Speer	Devin Clark
Casper Sleep Inc.	Diana Moskovitz
Catherine LeClair	Diane Kelly
Cecilia D'Anastasio	Diego Pineda
Chad Bernstein	DineInFresh, Inc. dba Plated
Chelsey Hoffman	Dollar Shave Club, Inc.
Cheryl Eddy	DOUBLECLICK
Chris Neveu	Dr. Torzsa Peter Bt.
Chris Person	DreamHost
Chris Vespoli	Drew Magary
Christina Blacken	Driftaway Inc.
ClickMeter	Earnest Inc.
ClickStream	Eleanor Shechet
Cloudinary Ltd.	

Elisa Solinas	Gorilla Nation Media, LLC
Emily Ambruso	Grace Robertson
Emily Herzig	Graze Inc.
Emma Carmichael	Green Fox Academy
Emprese Cedente	Greg Howard
Eric Goldfarb	Greg Lopez
Eric Ravenscraft	GroupDynamics Kft
Erika Audie	Gunnar Optiks
Erin Gloria Ryan	Gyorgy Bokros
Erin Pettigrew	Hajtas Pajtas Kft.
Esther Inglis-Arkell	Handy.com
Ethan Sommer	Hannah Keyser
Evan Narcisse	Happy Socks
Eyal Ebel	Heather Dietrick
F451	Heather Hynes
F451 fka Spicy Media Editora Ltda	Heidi Grothaus
F451 Media Editora Ltda.	HelloFresh
Fabiola Lara	Hillary Crosley
Facebook Ireland Limited	Hostgator.com, LLC.
Facebook, Inc.	Huckberry
Fastly, Inc.	Hunter Slaton
Federal Insurance Company	Ian Fette
Fluxmob, LLC.	IDrive Inc.
Framebridge, Inc.	Ilona Bilevych
Fritzie Andrade	Incisive Ltd
Future Publishing Limited	Incisive VNU Limited dba Incisive Incisive Ltd
Gabrielle Bluestone	Incisive VNU Ltd
GeekFuel, LLC.	Index Exchange Inc.
Germain Lussier	Infobahn Inc.
Giri Nathan	Integral Ad Science, Inc.
Globalway Participacoes Ltda.	IseeQ Kft.
Gloria Clark	J.K Trotter
Google Inc.	

Jake Inferrera	Justin Cross
Jalovszky Law	Justin Potter
James Bartus	JW Player / LongTail Ad Solutions, Inc.
James Bit Design	Kaila Hale-Stern
James Delgiudice	Kanwar Gill
Jamie Weber	Kara Brown
JapanCrate	Kargo Global, Inc.
Jared Auslander	Karma Mobility Inc.
Jason Parham	Kate Dries
Jason Schreier	Kate Knibbs
Jason Torchinsky	Kate Lovejoy
Jay Hathaway	Katharine Trendacosta
Jeffrey Hilder	Kathryn McGinnis
Jennifer Ouellette	Katie Drummond
Jia Tolentino	Kavitha Reddy
Jillian Marie Lucas	Kelly Conaboy
Jim Boos	Kelly Faircloth
Jim Cooke	Kelly Monson
Jim Cooke	Kelly Stout
Joanna Rothkopf	Kerrie Uthoff
Joel Johnson	Kevin Draper
John Appel	Kid Thursday LLC., dba Staus Audio
John Cook	Kirk Hamilton
John Gelini	Kixer
Jordan Sargent	Kolozsvari Timea
Josh Bottino	Kravitha Reddy
Josh Laurito	Krux Digital, Inc.
Joshua Albertson	Lacey Donohue
Judy Steinbach	Lauren Bertolini
Julia Alvidrez	Leah Beckmann
Julian Muller	Leah Finnegan
Julianne Escobedo Shepherd	LendingTree, LLC.
Jung Sin	Lindsay Chipman

Lindsey Jaffe	Mia Libby
Lisa Bolano	Michael Fahey
LiveIntent, Inc.	Michael Kuntz
LiveRail, Inc.	Michael Lindsay
LOLA	Michael Nunez
Lucy Haller	Michael Orell
Madeleine Davies	Michael Roselli
Madeleine Stone	Michele LaFauci
Madison Plus Select, Inc.	Michelle Chiang
Malcolm Read	Mike Ballaban
Mandy Mandelstein	Mikolaj Szabo
Margaret Taormina	Ministry of Supply
Marina Galperina	Miranda Langrehr
Mario Aguilar	Moat, Inc.
Maritza Sanche	Mobiles Republic, Inc.
Mark Weldon	Mollie Horan
Market Halsey Urban Renewal, LLC.	Moore Stephens Hezicomp Kft.
MarkMonitor Inc.	Mott & Bow
Matt Hardigree	MoviePass
Matt Novak	MVMT Watches
Matthew Hamer	Nameaction Brasil Serv de Inter Ltda ME
Matthew Kulper	NameAction Inc.
Mediagene, Inc.	Nandita Raghuram
MediaGene, Inc. fka Infobahn, Inc.	Natasha Vargas-Cooper
MediaMind Technologies, Inc.	Nathan Grayson
Megan Gilbert	NatureBox
Megbizott	Nervora Digital Media Group, FZ-LLC
Melissa Green	NetMediaEurope
Melissa Murray	Netus Media Pty Limited dba Allure Media Pty LTD
Merch Direct, LLC	Nevora Digital Media Group
Merchant Importacao, Exportacao e Comercio, Ltda - ME	NewsCred, Inc.
MeUndies	Nicholas Murphy

Nick Stango	Rob Harvilla
Noble People	Robert Finger
OCP Collective Corp. dba Adcade, Inc.	Ryan Brown
Omar Kardoudi	S&T Consulting Hungary Kft.
OnMarc Media	Sam Biddle
Operative Media, Inc.	Sam Scherer
Oppenheim Ugyvedi Iroda	Sam Woolley
Opportune LLP	Samantha Lagani
Optimizely, Inc.	Samer Kalaf
Oriole Media Corporation dba Juice Mobile	Samuel Griffel
Oscar Z. Ianello Associates, Inc.	Sarah Dedewo
Owen & Fred Corp.	Sarah Wiest
Pacific Shaving Company	Scott Kidder
Parachute Home	Sean Buckley
Patricia Hernadez	Sean MacDonald
Patrick Ballester	SeatGeek
Patrick Klepek	Shane Roberts
Patrick Laffoon	Shep McAllister
Patrick Redford	Shopify
Paul Sundue	SimpleReach, Inc.
PAX	Skillshare, Inc.
Percona, Inc.	Skimbit Limited
Perfect World Entertainment	SkimBit LTD.
Peri Hochwald	SmartFX
Pixel Media Asia Limited	SocialFlow, Inc.
Platinum Rye, LLC.	Sophie Kleeman
Pop Chart Lab	Soundfreaq
Poprageous	Specless, LLC.
Puja Patel	Spicy Media Editora LTDA
Quench USA, Inc.	SpruceWares
Quip NYC Inc.	Squarespace, Inc.
Rhone Apparel Inc.	Stackcommerce
Riley MacLeod	Staq, Inc.

Starcom SMG	Tom Ley
Stassa Edwards	Tom Plunkett
Stephanie Schrader	Tom Scocca
Stephen Totilo	Tommy Craggs
Steve Climaco	Toth Eva Nagykanizsa
Steven Polletta	Tremor Video, Inc.
Stowawy Cosmetics	UCMS Group Hungary Kft.
STS Meida, Inc.	Udemy.com
Stuart Cheshire	Veronica de Souza
Sultana Khan	Victor Jeffreys
Superdry Wholesale, LLC	Viddler, Inc.
Suzy Kuzy, LLC.	VNU Business Media Europe Limited
Szolgaltato	Waves Gear, LLC.
Taboola Inc.	We Work
Tamas Neltz	Wesley Siler
Tara Jacoby	WeWork LA LLC
Taylor Berman	Whitson Gordon
Technorati, Inc.	William Arkin
Terra Networks Brasil S.A.	William Haisley
TGT	William Turton
The Rubicon Project, Inc.	Wine Awesomeness
The Sasquatch Soap Co., LLC. dba Dr. Squatch	Wrights Media, LLC
The Status Audio	Writers Guild of America, East
Thorin Klosowski	Yannick LeJacq
Tim Burke	Zach Custer
Time Shred Services, Inc.	Zachary Connett
Times Internet Limited	Zoe Stahl

SCHEDULE 1(d)

Insurers

Aegon Magyarország Zrt.

AIG Europe Limited

Dewitt Stern Group, Inc.

Federal Insurance Company

Hartford Casualty Insurance Company

Hudson Insurance Company

National Union Fire Insurance Co. of Pittsburgh PA

United Healthcare Insurance Company

SCHEDULE 1(e)

Other Interested Parties

Cerberus Business Finance LLC

Houlihan Lokey, Inc.

K&H Bank

Latham & Watkins

Prime Clerk LLC

Riemer & Braunstein, LLP

Schulte Roth & Zabel LLP

Securities & Exchange Commission

Securities & Exchange Commission – NY Office

Silicon Valley Bank

Sullivan & Cromwell LLP

US VC Partners LP

SCHEDULE 1(f)

Landlords

Andrassy Palota Ingatlanforgalmazó Korlátolt Felelősségű Társaság
114 Fifth Owner LP

SCHEDULE 1(g)

Litigants

Aulistar Mark
Andrew Hudson
Zachary Cianflone
Lindsay MaHarry
Katherine Castellana
Elizabeth Nadybal
Chelsea Lo Pinto
Tim Barribeau
Patrick Frawley
Elizabeth Weinbloom
Kristin Chan
Samuel Julian
Brian Colgan
Benjamin Dorson
Rachel Atwood
Michael Kennelly
Alyssa Bereznak
Lily Newman
Kwame Opam
Terry Gene Bollea
Mitchell Williams
Meanith Huon
Ashley Terril
Charles Johnson and Got News, LLC
Teresa Thomas
Shiva Ayyadurai
Christopher Sadowski

SCHEDULE 1(h)

Professionals

Akerman LLP

Cahill Gordon & Reindel LLC

Citrin Cooperman & Co., LLP

Giskan Solotaroff & Anderson LLP

Goldin Solutions

Jalsovsky Law Firm

John Duncan

Klasko Immigration Law Partners, LLP

Levine Sullivan Koch & Schulz, LLP

Maples & Calder

Morrison Cohen LLP

Newmark & Co. Real Estate, Inc.

Oppenheim Law Firm

Opportune LLP

Proskauer Rose LLP

Trifolium LLC

Wilk Auslander

Zwillgen PLLC

SCHEDULE 1(i)

Shareholders

Berman, Taylor	Hamer, Matt
Bertolini, Lauren	Hardigree, Matt
Blakeley, Richard Erand	Holmes, Anna
Bluestone, Gabrielle	Jefferson, Whitney
Brown, Ryan	Kang, Daniel
Carmichael, Emma	Kidder, Scott
Carmon, Irin	Kozma, Jozsef
Chan, Casey	Lam, Brian
Coen, Jessica	Layne, Ken
Cooke, Jim	Lehnhoff, Jim
Craggs, Tommy	Leitch, Will
Crecente, Brian	Lisanti, Mark
D'Addario, John	Lopez, Greg
Darbyshire, Gaby	Ma, Jesse
Daulerio, Albert	McGill, Erin
DelGiudice, James	Nachlin, Jim
Denton, Nick	Newitz, Annalee
Diaz, Jesus	Nolan, Hamilton
Dietrick, Heather	O'Connor, Maureen
Dimmitt, Elizabeth	Pash, Adam
Dimmitt, Genevieve	Petrány, Máté
Duncan, John	Pettigrew, Erin
Ebel, Eyal	Plunkett, Tom
Furman, Eliot, as custodian for Alexander Tiberius Furman under the NYUTMA	Read, Malcom
Futrelle, Genevieve	Robischon, Noah
Giacoman, Gabriela	Schreier, Jason
Gorenstein, Andrew	Schwartz, Diane
Greenmount Creek Limited	Schweizer, Julia
Hale-Stern, Kaila	Scocca, Thomas

Sicha, Choire
Spinelli, Mike
Steele, Lockhart
Stein, Sadie
Takayama, Greg
Tate, Ryan
Thomas, Owen
Toder, Matthew
Trapani, Gina
US VC Partners LP
Vuong, Phillip
Wert, Ray
Winkelman (Ortega), Samantha
Woerner, Meredith
Albertson, Josh
Annis, Rose
Baker, Camie
Batty, Chris
Biddle, Sam
Bodnár, István
Burke, Tim
Climaco, Steve
Cook, John
Curtis, Dustin
Donohue, Lacey
Drummond, Katie
Fette, Ian
George, Patrick
Georgopoulos, Steph
Gonzalez, Robert
Graham, Kevin
Grothaus, Heidi
Hathaway, Jay

Henry, Alan
Hilder, Jeff
Jeffries, Victor
Juzwiak, Rich
Kéki, Balázs
Knibbs, Katharine
Körtesi, Gáspár
Laurito, Josh
Libby, Mia
Magary, Drew
Marchman, Tim
McAllister, Shep
McKenna, Dave
Mittelhammer, Eric
Morgan, Daniel
Neltz, Tamas
Nevins, Maxwell
Novak, Matt
O'Connor, Courtenay
Pareene, Alex
Parham, Jason
Petchesky, Barry
Popken, Ben
Price, John
Reddy, Kavi
Regenspan, Ben
Roberts, Shane
Sargent, Jordan
Sommer, Ethan
Sundue, Paul
Szász, Péter
Szatmári, András
Taomina, Margaret

Tiku, Nitasha
Totilo, Stephen
Trotter, JK
Udvardi, Ramóna
Walker, Alissa
Weaver, Caity
Weinstein, Adam
Wentz, Allison

SCHEDULE 1(j)

Significant Customers

20th Century Fox	Earnest
360i	Empowering Media LA
A9.com Inc. (Amazon Match Buy)	Empowering Media NY
Accordant Media	Essence
Adslot	f451 - US
Aegis Group	Facebook
Alliance Games	Factorylabs
Allure Media - GM	Fallon
Amazon	Future Publishing Ltd (US)
Amazon Commerce Revenue	General Mills, Inc.
AOL One	Google (BizDev)
Asana (Customer)	Graze
Assembly	Havas
Baru Advertising	Horizon Media
Blue Apron	HostGator
Blue Wheel Media	Hover
Bluehost	HTC Blinkfeed
Brigade Marketing	IBM
Casper	Indochino
Centro	Initiative LA
Cisco	Initiative NY
Cramer-Krasselt	Interpublic Group of Companies
Criteo	iSocket, Inc.
Crossmedia	ITVS
Desk.com	Kepler Group
Dialect Inc	Ketchum
DigitasLBi	Kovel Fuller
Dollar Shave Club	Kruskopf & Company
Draftkings	Liquid Advertising

LivWell	SquareSpace
Logmein.com	StackSocial
MarkLogic	Status Audio
McGarrah Jessee	Sterling Rice Group
Me Undies	Superdry Wholesale LLC
Mediagene Inc - US	Taboola (Biz Dev)
Mediasmith	Tangible Media
Mediastorm, LLC	TaxFyle
Merkley and Partners	The Garage Team Mazda
MillerCoors	TubeMogul
MNI	UCB
MODCo Media	Udemy
Mullen	Varidesk
NameCheap	Viewster.com
Newscred	VOX Media - Curbed Investment
Nokia	VSN
NVIDIA	WavesGear
Omnicom Group	weBoost
Pereira & Odell	Wieden & Kennedy
Petrol	Wildcard Properties LLC
PGR Media	WPP
Protein	Wright's Media
Publicis Groupe	Zeno Group
R/West	
Rachael Piper Consulting	
Randomhouse	
RED Interactive Agency	
Rodger's Townsend	
RPA	
Rubicon	
Skillshare	
Slack	
Spacetime Media	

SCHEDULE 1(k)

Significant Unsecured Creditors

Ad-Juster, Inc. (media)	JW Player (Longtail Ad Solutions, Inc.)
ADP Workforce Now	Katherine Fry
Akerman LLP	Kinja Accounts Payable
Alex Palmer	Krux Digital
Andrew Harding	L-Cut Digital Media, Inc.
AOL Advertising	Market Halsey Urban Renewal, LLC
Associated Press	Marlena Agency Inc.
Blane Bachelor	Medialink
Brandtale	Merrill Communications, LLC
CDW Direct	Metropolitan Cleaning, LLC
Cloudinary Ltd.	Moat Inc.
Concur Technologies, Inc.	Morrison Cohen LLP
Corbis Corporation	Newmark & Co. Real Estate, Inc.
Corey Foster	Nick Wong Photography
Creative Circle, LLC.	NSONE Inc.
DataGram	Operative Media, Inc
DoubleVerify, Inc.	Optimizely, Inc.
DRH Internet Inc	Pacific Coast News
Equinox Fitness Clubs - Corp Accts	Plant Specialists LLC
Fastly	QZZR
Fried, Frank, Harris, Shriver & Jacobson LLP	REDBOOKS
Getty Images	Risk Strategies Company
Giacco Furino	Shenker & Bonaparte, LLP
Google Inc. (DoubleClick)	SimpleReach, Inc.
Google, Inc. (Analytics)	Sizmek Technologies Inc.
Hunter Slaton	Specless
Ian Fette	STAQ, INC.
Jelle Claeys Automotive Artwork	Submarine Leisure Club, Inc. (Wirecutter)
Joshua M Lees	Submersive Media

The Hartford
The Oliver Group
Viddler, Inc.

SCHEDULE 1(I)

Significant Vendors

114 Fifth Avenue	Kforce Inc.
ADP PayEx	Kornhaber Brown, LLC
Advanced Electronic Solutions, Inc.	Lay It Out, Inc.
AMA Consulting Engineers P.C.	Leiberts Royal Green Appliances Inc.
AMEX Corporate GM - 01006	Lewis Rice LLC
Andrew Liszewski	LionTree Advisors LLC
Apple Inc. (media)	LJ DUFFY, Inc.
Baby Llama Productions LLC	Maples & Calder (GM LLC)
Bajibot Media	NetRatings, LLC
Big Mango, Inc.	Netsuite, Inc.
Bird & Bird LLP	NVE, Inc.
Brannock & Humphries	OCP Collective Corp.
Cahill Gordon & Reindel LLP	Olson Kundig Architects
Cannes Trip 2015	Olson Kundig Interiors
Catalyst	OnMarc Media Inc.
Cerberus Capital Management LP	Opportune LLP
ComScore Inc.	Redscout LLC
Con Edison (210)	Robert Half
CytexOne Technology, LLC	Ropes & Gray LLP
Dynect, Inc	Santa Monica Air Center, Inc.
Emma C Lanigan (Cookson)	Structure Tone
Fidelity 401k	SW Management LLC
Harder Mirell & Abrams	TangentVector, Inc.
Hatch Content, LLC	Tapestry Associates LLC
HeartWork, Inc.	Thomas & Locicero PL
Houlihan Lokey	Treasury of the United States
Howard Kennedy	TrueForm Concrete, LLC
Inform Interiors	Veritas Pictures, Inc.
Jesus Diaz (vendor)	Versus LLC

Vizu Corporation

Voya Financial 401K

WB Wood NY

Young America Capital

SCHEDULE 1(m)

Taxing Authorities

Internal Revenue Service

Budapesti Önkormányzat

Hungary National Tax Authority

New York City Department of Finance

New York State Commissioner of Taxation and Finance

SCHEDULE 1(n)

U.S. Trustee and Key Court Personnel for the Southern District of New York

Cecilia G. Morris

James L. Garrity

Martin Glenn

Mary Kay Vyskocil

Michael E. Wiles

Robert D. Drain

Robert E. Grossman

Sean H. Lane

Shelley C. Chapman

Stuart M. Bernstein

Alicia Leonhard

Amanda Cassara

Andrea B. Schwartz

Andy Velez-Rivera

Anna M. Martinez

Brian S. Masumoto

Cheuk M. Ng

Danny A. Choy

Ercilia A. Mendoza

Greg M. Zipes

Guy A. Van Baalen

Ilusion Rodriguez

Kathleen Schmitt

Linda A. Riffkin

Lisa Penpraze

Maria Catapano

Mary V. Moroney

Myrna R. Fields

Nadkarni Joseph

Paul K. Schwartzberg

Richard C. Morrissey

Serene Nakano

Susan Arbeit

Susan Golden

Sylvester Sharp

Victor Abriano

William K. Harrington

SCHEDULE 1(o)

Utilities

114 Fifth Avenue Ground Lessee

Atlantic Metro Communications

Benefit Resource, Inc.

Cogent Communications

Con Edison

ShoreTel Inc.

SCHEDULE 1(p)

Employees and Independent Contractors

Asd Mario Aguilar
Joshua Albertson
Angelica Alzona
Fritzie Andrade
Erika Audie
Jared Auslander
Ilene Baker
Michael Ballaban
Patrick Ballester
Chad Bernstein
Lauren Bertolini
Sam Biddle
Ilona Bilevych
Christina Blacken
Gabrielle Bluestone
James Boos
Joshua Bottino
Robert Bricken
Ryan Brown
Kara Brown
Bridget Brown
Timothy Burke
Albert Burneko
Camila Cabrer
Alexandra Cannon
Emma Carmichael
Anthony Carnevale
Casey Chan
Michelle Chiang

Devin Clark
Gloria Clark
Steve Climaco
Ariana Cohen
Andrew Collins
Zachary Connett
John Cook
James Cooke
Alexandra Cranz
Hillary Crosley
Justin Cross
Andrew Cush
Zach Custer
Madeleine Davies
Maritza De Leon
Veronica de Souza
Sarah Dedewo
Ernest Deeb
Nick Denton
Alexander Dickinson
Heather Dietrick
Alexandre Dohrmann
Lacey Donohue
Kevin Draper
Kathryn Dries
Katherine Drummond
Eyal Ebel
Cheryl Eddy
Stassa Edwards

Adam Estes
Michael Fahey
Georgia Faircloth
Ashley Feinberg
Ian Fette
Robert Finger
Ashton Galloway-Taylor
Marina Galperina
John Gelini
Patrick George
Kanwar Gill
Ariel Gononsky
George Grayson
Melissa Green
Samuel Griffel
Heidi Grothaus
Ava Gyurina
Anthony Hack
William Haisley
Lucy Haller
Kirk Hamilton
Matt Hardigree
Andrew Harding
Alan Henry
Patricia Hernandez-Ramos
Emily Herzig
Clover Hope
Mollie Horan
Heather Hynes
Attila Illes
Jacob Inferrera
Victor Jeffreys
Richard Juzwiak

Samer Kalaf
Omar Kardoudi Segarra
Hannah Keyser
Sophie Kleeman
Patrick Klepek
Thorin Klosowski
Michele Lafauci
Patrick Laffoon
Samantha Lagani
Miranda Langrehr
Joshua Laurito
Catherine LeClair
Thomas Ley
Mia Libby
Michael Lindsay
Katelyn Lovejoy
Germain Lussier
Riley MacLeod
Andrew Magary
Amanda Mandelstein
Timothy Marchman
Alex Mason
Shepherd McAllister
Kathryn McGinnis
David McKenna
Colleen McMillan
Bryan Menegus
Anna Merlan
Maria Misra
Kelly Monson
Daniel Morgan
Diana Moskowitz
Julian Muller

Nick Murphy	Michael Roselli
Melissa Murray	Joanna Rothkopf
Evan Narcisse	William Sansom
Giri Nathan	Jordan Sargent
Tamas Neltz	Samuel Scherer
Chris Neveu	Stephanie Schrader
Hamilton Nolan	Jason Schreier
Matthew Novak	Jillian Schulz
Michael Nunez	Taryn Schweitzer
Brendan O'Connor	Thomas Scocca
Courtenay O'Connor	Eleanor Shechet
Michael Orell	Julianne Shepherd
Darren Orf	Hunter Slaton
Andrew Orin	Elisa Solinas
Raphael Orlove	Ethan Sommer
Jennifer Ouellette	Casey Speer
Alexander Pareene	Zoe Stahl
Andrea Park	Nicholas Stango
Adam Pash	Judith Steinbach
Puja Patel	Madeleine Stone
Christopher Person	Kelly Stout
Barry Petchesky	Richard Sundue
Alexandra Philippides	Margaret Taormina
Diego Pineda	Jia Tolentino
Steven Polletta	Jason Torchinsky
John Price	Stephen Totilo
Nandita Raghuram	David Tracy
Eric Ravenscraft	Katharine Trendacosta
Kavitha Reddy	Joseph Trotter
Patrick Redford	William Turton
Benjamin Regenspan	Kerrie Uthoff
Shane Roberts	Christopher Vespoli
Grace Robertson	Alissa Walker

Angela Wang
Jamie Weber
Anastasia Weeks
Allison Wentz
Samuel Woolley
András Szatmári
Attila Kocsis
Balázs Kéki
Balázs Pöcze
Dmitry Lambrianov
Gábor Kacsik
Gáspár Körtesi
György Bokros
Ildikó Kriston
István Bodnár
János Hardi
László Heves
Levente Molnár
Linda Bucsánszki
Luca Németh
Márton Borlay
Mikhail Mitrofanov
Olivér Kovács
Péter Szász
Ramóna Udvardi
Szabolcs Vida
Szilvia Németh
Zoltán Balázs
Zoltán Kalmár
George Dvorsky
Luke Plunkett
Brian Ashcraft
Andrew Liszewski

Jamie Condliffe
Chris Mills
James Whitbrook
David Nield
Kathryn Jezer-Morton
Madeleine Collier
Fruzsina Kuhari
Robert Stokes
Adam Kovac
Jared "Jay Allen" Goodwin
Anthony Dejolde
Carlos Rebato
Carlos Hierro
Matias Martinez
Eduardo Marin
Miguel Redondo
Zolani Stewart
Reshma Bhai
Manisha Aggarwal
Lindsay Handmer
Daniel Strudwick
Eva Jurczyk
Mihir Patkar
Toshihisa Nakamura
Kirsten O'Regan
Alexandra Nursall
Nicholas Cameron
Ralph Jones
Elizabeth Edgar
Rawiya Elkhadir
Ian Dransfield
Stefan Janke
Mark Wilson

Sniff Petrol Limited

James Fell

Peter Ryan

Manuel Mendez Perez

Angel Jiminez

Jacob Rose

Bram Gieben

Eva Holland

Nathan Thompson

Priya Elias

Scaachi Koul

Helen Appleyard

Omar Karduodi Segarra

Cara Ellison

Estelle Tang

Anupa Mistry

Brodie Lancaster

Jess Shanahan

Jesus Diaz

Herbert Lui (Wonder Shuttle Media, Inc)

Graham Ruthven

Stacy May Fowles

Andrew Gibney

Daniel Harris

Alex Hess

Chris Koentges

Kevin O'Brien

Achal Prabhala

David Sommer

Monica Heisey

Sara Mcculloch

Jakob Wenngren

Alex Bejerstrand

Halmar Sveinbjornsson

Amit Reut

Rosa Gregori

Sarah Moroz

Jason Richards

Ravi Somaiya

Reut Amit

Michael "Massoud" Martin

Fariha Roisin

William Herkewitz

Lev Hellebust (Bratishenko)

Pranav Dixit

Danny Allen

Karan Atul Shah

James Baker

Gary Cutlack

Adelaide Dugdale

Katherine Hannaford

Brian Hogg

Andrew James

Chris Mcveigh

Apoorva Prasad

Michelle Tofi

Yareniz Saavedra Padilla

Carlos Risco

Elias Notario Perez

Eric Tecayehuatl

Robert Boffard

Guy Combs

Joel Meadows

Chris Harris

Guy Porepp

Anthony Mark Dewhurst

Peter Orosz

Ryan Pierce

Neill Watson

George Williams

Chris Harris

Natasha Chenier

Esther Sassaman

Luke Malone

Mikhail Mitrofanov

Leo Wichtowski

Kevin Mahon

Simon Parkin

Quintin Smith

Kathleen Williams

Ollie Barder

Simon Mapp

Andrew Mcmillen

David Veselka

Kevin Mahon

David Gilson

Mark O'Neill

Spanner Spencer

Tom Cassell

Kenneth Gibson

Clare Kane

Zolani Stewart

Josephine Huetlin

Schedule 2

The following lists the names of entities searched from Schedule 1, where the entity, and/or a parent or affiliate of the entity, is a current or former client of Ropes & Gray on matters that, on information and belief, are unrelated to the Debtors:

<u>Searched Entity</u>	<u>Name of Entity and/or Affiliate of Entity, that is a R&G Client</u>	<u>Relationship</u>
Silicon Valley Bank	SVB Financial Group	Former client in matters wholly unrelated to these chapter 11 cases
Google Inc. Admeld, LLC DoubleClick Inc.	Google Inc.	Current client in matters wholly unrelated to these chapter 11 cases
Structure Tone Inc.	Structure Tone Inc.	Former client in matters wholly unrelated to these chapter 11 cases
Universal McCann LA / Sony Corporation	Sony Computer Entertainment America LLC	Current client in matters wholly unrelated to these chapter 11 cases
ADP Workforce Now	Automatic Data Processing Inc.	Current client in matters wholly unrelated to these chapter 11 cases
AIG AIG Europe Limited	American International Group	Former client in matters wholly unrelated to these chapter 11 cases
Akerman LLP	Akerman LLP	Former client in matters wholly unrelated to these chapter 11 cases
CDW Direct LLC	CDW Corporation	Current client in matters wholly unrelated to these chapter 11 cases
Dewitt Stern Group Inc.	RSC Insurance Brokerage Inc.	Current client in matters unrelated to these chapter 11 cases
Concur Technologies Inc.	SAP SE	Current client in matters unrelated to these chapter 11 cases
Nokia	Nokia Corporation	Former client in matters unrelated to these chapter 11 cases
SW Management	SUPER SW Management INC	Current client in matters unrelated to these chapter 11 cases
UCB	UCB Inc.	Current client in matters unrelated to these chapter 11 cases
Vizu	Nielsen Company BV	Current client in matters

		unrelated to these chapter 11 cases
WPP	WPP Global USA Inc	Current client in matters unrelated to these chapter 11 cases
MarkMonitor Inc.	Thomson Reuters Corporation	Former client in matters unrelated to these chapter 11 cases

Exhibit C

Holden Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : Chapter 11
:
Gawker Media LLC, *et al.*,¹ : Case No. 16-11700 (SMB)
:
Debtors. : (Jointly Administered)
:
-----X

**DECLARATION OF WILLIAM D. HOLDEN IN SUPPORT
OF THE DEBTORS' APPLICATION FOR THE ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF ROPES & GRAY LLPAS
ATTORNEYS FOR THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, William D. Holden, being duly sworn, state the following under penalty of perjury:

1. I am the Chief Restructuring Officer of Gawker Media LLC located at 114 Fifth Avenue, 2d Floor, New York, New York 10014.

2. I submit this declaration (this "Declaration") in support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Ropes & Gray LLP ("Ropes & Gray") as Attorneys for the Debtors and Debtors in Possession Effective *Nunc Pro Tunc* to the Petition Date (the "Application").² The facts set forth herein are based on my personal knowledge or information provided to me by the Debtors' management or other professionals.

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrássy út 66. 1062 Budapest, Hungary.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

The Debtors' Selection of Counsel

3. The Debtors recognize that a careful review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. The Debtors selected Ropes & Gray as proposed counsel based on its experience and expertise regarding the relevant legal issues, including its extensive experience in large and complex corporate restructurings, both out of court and in chapter 11, in a variety of industries. Ropes & Gray has become familiar with the Debtors' business operations and many of the potential legal issues that may arise in the context of these chapter 11 cases. The Debtors believe that Ropes & Gray is both well qualified and uniquely able to represent them in these chapter 11 cases in an efficient and timely manner.

Rate Structure

5. In my capacity as Chief Restructuring Officer of Gawker Media LLC and Gawker Media Group, Inc., I am responsible, along with Heather Dietrick (General Counsel), for monitoring outside counsel retained by the Debtors in the ordinary course of business. Ropes & Gray has informed the Debtors that its rates for bankruptcy representations are comparable to the rates Ropes & Gray charges for non-bankruptcy representations. As discussed below, I am responsible for reviewing the invoices regularly submitted by Ropes & Gray. Ropes & Gray represented the Debtors for approximately six weeks prior to the Petition Date. For services incurred prior to the Petition Date, Ropes & Gray agreed to a certain fee structure that provided for a limited discount to its ordinary hourly rates, only in connection with services for preparing the Debtors for the filing of a case under Chapter 11 and a possible sale to a third party, as set forth more fully in the Engagement Letter. This discount was negotiated because prior the

retention of Ropes & Gray, the debtors had engaged another law firm to advise on and prepare for a chapter 11 filing, if necessary. Accordingly, Ropes & Gray agreed to this limited discount, due to the fact that some of the work Ropes & Gray would be performing would overlap with work performed by the prior-engaged law firm. The agreed discount was to provide a \$100,000 credit for the first \$100,000 of fees incurred above \$750,000 and a 15% discount on any additional fees incurred to prepare a chapter 11 filing.


Cost Supervision

6. The Debtors and Ropes & Gray are working on a prospective budget and staffing plan for the period from the Petition Date to 120 days after the Petition Date, recognizing that in the course of a large chapter 11 case like these chapter 11 cases, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and Ropes & Gray. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review the invoices that Ropes & Gray regularly submits, and, together with Ropes & Gray, amend the budget and staffing plans periodically, as the case develops.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: June 20 , 2016

Respectfully submitted,



William D. Holden